

**CONTRACT OF EMPLOYMENT  
FOR THE SUPERINTENDENT OF THE OMAHA PUBLIC SCHOOLS**

This Contract, effective April 25, 2012, by and between the BOARD OF EDUCATION of DOUGLAS COUNTY SCHOOL DISTRICT 0001 (hereinafter the "Board") and DR. NANCY SEBRING (hereinafter the "Superintendent"), is approved by a motion adopted at the meeting of the Board held on April 25, 2012.

W I T N E S S E T H: The Board hereby agrees to employ the Superintendent, and the Superintendent accepts such employment on the following terms.

1.     **Employment.** The Superintendent is hereby employed for a term of three (3) years, beginning on the 1st day of July, 2012 ("commencement date") and ending on the 30th day of June, 2015 ("termination date"). Should the Superintendent at any time after the commencement date give at least 180 days written notice to the President of the Board that she intends to retire or resign as of the immediately following June 30<sup>th</sup>, such resignation or retirement shall not constitute a breach of this Contract.

2.     **Duties.** The Superintendent shall perform the duties of the Superintendent of Schools in and for the public schools in Douglas County School District 0001 (hereinafter the "District") as prescribed by the laws of the State of Nebraska and as assigned by the Board of Education from time to time. In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education of the Omaha Public School District ("District"). The Superintendent agrees to devote her full time, skill, labor and attention to the performance of the duties of Superintendent during the term of this contract, provided however, that: (1) The Superintendent may, without prior Board approval, undertake speaking engagements, writing, lecturing, or other professional duties and obligations for which the only remuneration is reimbursement of expenses, and (2) this other work shall not interfere in a

material or substantial manner with the obligations as set forth in this Contract. The Superintendent shall attend and participate as directed by the Board in meetings of the Board and any Board committees. Regular attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position. The Superintendent shall have a comprehensive medical examination not less than once every two years, and shall file or shall cause to be filed with the Director of the Board of Education a statement certifying to the physical competency of the Superintendent to perform her essential job functions. This statement shall be treated as confidential information by the Board. The cost of said medical examination and the medical report on such examination shall be borne by the District. The medical examination shall be performed by a physician of the Superintendent's choosing, licensed to practice medicine in the State of Nebraska.

3. **Salary.** The Superintendent's base annual salary for the year July 1, 2012 to June 30, 2013 shall be \$275,000. Said salary shall be paid in equal installments in accordance with the policy of the Board governing payment of professional employees of the District. The Board reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, shall not reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract. In making such salary adjustment, it shall not be considered that the Board has extended or entered into a new Contract, nor shall the termination date of this Contract be thereby extended. In no event shall any extension to this Contract, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

4. **Tax-Sheltered Annuity.** The District shall contribute into a tax sheltered

annuity of the Superintendent's choice, as a non-elective contribution by the Board, the lesser of fourteen percent (14.0%) of the Superintendent's annual salary or the maximum amount allowable under Section 403(b) of the Code and the applicable federal income tax regulations, as they currently exist. Such contribution shall be made in equal monthly amounts beginning with the first month of service under this Contract, shall be in addition to the salary specified in this Contract (and not in lieu thereof) and shall continue during the term of this Contract unless modified by mutual agreement of the parties.

5.     **Benefits.**             In further consideration for the services to be performed by the Superintendent, the Superintendent shall receive:

(a)     All benefits made available and provided to administrative personnel of the District, including all paid leave benefits, paid holidays, long-term disability insurance, health insurance, life insurance and retirement benefits; this Contract is subject to the provisions of Nebraska's Class V School Employee's Retirement Act. The Superintendent shall be granted thirty (30) days of paid sick leave which shall be available to her as of the first day of her employment and which shall be in addition to the twelve (12) days of paid sick leave which she accrues as an administrator of the District.

(b)     Payment of annual professional dues for NCSA, AASA, the Omaha Chamber of Commerce and other professional local, state or national organizations appropriate and related to the duties of Superintendent as determined by the Superintendent; the Superintendent shall attend appropriate professional meetings at the local, state, and national levels at the expense of the District and shall be reimbursed for ordinary and necessary expenses incurred relative to employment and consistent with Board policies, regulations and guidelines applicable to other professional administrative

staff. At her option, the Superintendent may also annually attend a professional enhancement institute, academy or other program for a total of up to five (5) working days, the expenses of said attendance to be incurred by the District.

(c) Twenty (20) days of vacation, not including weekends and holidays, which may be taken at such time or times as may be selected by the Superintendent. The Superintendent is expected to use her vacation time each contract year. However, vacation days shall be cumulative to the extent that unused vacation days earned during a given contract year (July 1 to June 30), may be carried over for use during the next three (3) months of the succeeding contract year. The Superintendent may exchange a maximum of 20 accumulated vacation days annually for payment in lieu of using vacation days. Such exchange shall be made on or before the close of the 4<sup>th</sup> month of the succeeding contract year. The amount of one day of paid vacation shall be determined by dividing the annual base salary of the Superintendent specified in paragraph 3 of this Contract by 261.

(d) A transportation expense allowance of \$12,000 per contract year, to be paid on July 1 of each contract year.

(e) The District shall reimburse the Superintendent a maximum amount of Fifteen Thousand Dollars (\$15,000.00) for reasonable and necessary moving and temporary living expenses incurred as the result of her relocation from the State of Iowa to Omaha, Nebraska. The amount of the moving expenses shall be documented by providing to the Board President two estimates of such expenses from moving companies, with the lower of the two bids serving as the basis for reimbursement. The amount of the temporary living expenses shall be documented by providing to the Board President receipts for rent and related temporary living expenses.

6. **Contract Cancellation.** All terms of this Contract may be cancelled by the Board at any time, for just cause, upon a majority vote of the members of the Board. "Just cause" shall mean:

- (a) Incompetency;
- (b) Neglect of duty;
- (c) Unprofessional conduct;
- (d) Insubordination in not enforcing Board actions and/or policies;
- (e) Immorality;
- (f) Physical or mental incapacity, which shall mean the inability to perform the duties of Superintendent of Schools by reason of mental or physical illness, accident or other cause beyond the Superintendent's control, which inability in fact continues for at least 180 calendar days, or which inability is determined by two (2) physicians selected by the Board to be permanent;
- (g) Other conduct which interferes substantially with the continued performance of duties; and
- (h) Any breach of the terms of this Contract by the Superintendent.

The Superintendent shall be notified in writing of the Board's intent to cancel this Contract and of the alleged grounds for cancellation. Within seven (7) calendar days of the receipt of such notice, the Superintendent may make a written request to the President of the Board for a hearing. The procedures for cancellation and for any such hearing shall be those prescribed by statute for the cancellation of a contract of a certificated employee. If the Superintendent chooses to be represented by legal counsel at the hearing, the Superintendent shall bear any and all costs therein involved.

7. **Certificate.** The Superintendent shall furnish to the Board, throughout the term of this Contract, a valid, appropriate and properly registered certificate to act as Superintendent of Schools, in accordance with the laws of the State of Nebraska and as

directed by the Board, it being understood that this Contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate. The Superintendent affirms she is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

8. **Residence**. The Superintendent shall reside within the boundaries of the District.

9. **Professional Liability**. The Board agrees that it shall indemnify and hold the Superintendent harmless from any expense or liability the Superintendent may incur, in the Superintendent's individual capacity or as an agent and employee of the District, as the result of claims, demands, suits, actions and other legal proceedings asserted against the Superintendent and arising out of actions taken within the scope of the Superintendent's authority and employment duties. Appropriate professional liability coverage shall be provided, at District expense, with the same policy limits and coverages as provided for the certificated staff of the District. In no event will individual Board members be personally liable for indemnifying the Superintendent under the provisions of this paragraph. If a conflict exists between the legal position of the Superintendent and the legal position of the District, the Superintendent may with consent from the Board, engage in separate counsel for the Superintendent's defense. In that event, the District will pay all attorney's fees and other expenses incurred for defense of the Superintendent.

10. **Evaluation**. The Superintendent shall be formally evaluated once during each contract year, unless otherwise provided by law. Additional informal oral or written

evaluations may also be conducted. The Board and the Superintendent shall meet annually to establish District and Superintendent goals and objectives for the upcoming school year. The goals and objectives mutually agreed upon shall be reduced to writing and be among the criteria by which the Superintendent is evaluated. In addition, the Superintendent shall annually conduct a self-evaluation based upon the agreed-upon criteria, which shall be provided to the Board upon request, at the time the evaluation is to be conducted. The Superintendent shall receive a copy of the evaluation and shall have the right to make a written response to the evaluation. Any evaluation or assessment by the Board or written response by the Superintendent shall be retained and become a part of the Superintendent's personnel file. Failure by the Board to complete an annual evaluation does not preclude cancellation of the Superintendent's employment or cancellation/non-renewal of this Contract. The initiative for carrying out the requirements of this paragraph rests with the Board. If the Board fails to carry out these requirements, there is no breach of this Contract by the Superintendent.

11. **Miscellaneous.** If, during the term of this Contract, it is found that a specific clause of the Contract is illegal in federal or state law, the remainder of the Contract not affected by such a ruling shall remain in force. This Contract shall be interpreted according to the laws of the State of Nebraska. The headings of paragraphs in this Contract are for the convenience of the parties and shall have no substantive effect on the provisions of this Contract. The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this Contract shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.

This Contract constitutes the entire Contract between the parties and subsumes and incorporates all prior written and oral statements and understandings.

IN WITNESS WHEREOF, the parties hereby execute this Contract.

BOARD OF EDUCATION OF DOUGLAS  
COUNTY SCHOOL DISTRICT 0001

\_\_\_\_\_, DATE \_\_\_\_\_  
Freddie Gray, President of the Omaha Public Schools Board of Education

DR. NANCY SEBRING

\_\_\_\_\_, DATE \_\_\_\_\_